

GENERAL TERMS AND CONDITIONS OF USE OF SHOPPINGIN.EU FOR E-SHOPS

I. Introductory provisions

1. These General Terms and Conditions of Use of the shoppingin.eu portal ("Portal") for e-shops ("**Terms and Conditions**") are issued by Winston bros Ltd., CRN: 45 705 399, with its registered office at Štúrova 30, 949 01, Nitra, Slovak Republic, registered in the Commercial Register of the Regional Court in Nitra, Section: Sro, File No .: 38463 / N ("**Operator**"), as the Operator of the shoppingin.eu portal, in order to modify the rights and obligations arising from the contractual relationship between the Operator and the e-shops using the Portal for the Offer of Goods ("**Partner**").

II. Partner Registration

1. Partners are eligible to register to the Portal after meeting following requirements:
 - a. operate at least one E-shop;
 - b. E-shop is not yet registered on the Portal;
 - c. E-shop has active WWW pages where third parties ("**User**") are offered goods for purchase; Partner is listed on the E-shop website as its operator, including the address, telephone number, CRN or exact name by which it is possible to identify the operators CRN in the Commercial Register, as well as other essentials required by legal regulations;
 - d. The Partner is able and willing to supply updated product information in the required format using a regularly updated XML Export File ("**XML FEED**"), which will be continuously available for online automated processing by the Operator;
 - e. in the event that the Partner operates more E-shops, he may register more E-shops on the Portal as long as they have separate domains.
2. The contractual relationship between the Operator and the Partner begins at the moment of delivery of the registration e-mail to the Partner.

III. Basic XML FEED Terms

1. Goods included in an XML FEED must be available on the E-shop website, individual goods must be listed only once on separate links with a unique URL address, where it is possible to find information about the price as well as place an order for each individual product. Individual Goods within an XML FEED must be a separate item, capable of being a separate subject of an order, without the need to order additional goods or services, use of other actions, redeeming vouchers, proof of identity or other documents, unless the sale is subject to legal restrictions and proof of identity, etc..
2. Product information exported within XML FEED must be true, up-to-date and must relate solely to the goods themselves, not to the promotion of the E-shop.
3. The price of goods in XML FEED must be final for the User, ie. including all royalties, recycling and other charges with correct VAT. The final price of products does not have to include transport expenses, if the Partner charges their Users in such a way
4. Goods included in the XML FEED must meet all quality and legal standards for sale to the final consumer/user within the territory of the EU Member States.
5. XML FEED can only contain goods that the Partner is able to deliver to the User.
6. The Operator shall notify the Partner of the detailed technical and content conditions of the XML FEED after registration and these terms are binding on the Partner and failure to comply with them is a reason for terminating the provision of services by the Operator to the Partner. The technical and content conditions of XML FEED do not form part of these Terms and Conditions and the Operator is entitled to change them according to the technical requirements of the Portal.

IV. Rights and obligations of the Partner

1. Based on the registration on the Portal, the Partner profile is created and then displayed on the Portal. The Partner's profile contains products from the supplied XML FEED.

2. The Partner is not authorized to use any means not provided by the Operator itself to influence the results of the searches on the Portal or other functions of the Portal for the Partner's own benefit or for the benefit of third parties, in particular, to install software robots or modify the XML FEED. Furthermore, the Partner is not allowed to offer or provide these resources to other Partners or third parties. In the event of a violation of this prohibition, the Operator is entitled to block the Partner and other Partners who use the aforementioned means to influence the functions of the portal.
3. The Partner undertakes to offer new and unused goods when selling on the Portal. In the case of used goods being offered, they are obliged to duly mark this fact or to classify it into the relevant category for used goods, if the Operator offers such a category on the Portal. In the event of a violation of obligations under this paragraph, the Operator is entitled to block the Partner.
4. The Partner has the right to terminate the Agreement at any time and terminate the transmission of information via XML FEED, without giving any reason. The notice is effective on the last day of the calendar month in which the notice was delivered to the Operator. Termination of sending XML FEED has no effect on the execution of purchase contracts concluded between the Partner and third parties and also on the obligation of the Partner to fulfill other contractual obligations towards the Operator until the denunciation becomes effective.
5. The Partner is obliged to keep his identification and contact information entered during the registration on the Portal constantly up-to-date. The Partner is obliged to inform the Operator without delay by e-mail to the address: support@shoppingin.eu about any change of his data, such as change of the name of the E-shop, change of registered office or other billing data, etc.

V. The rights and obligations of the Operator

1. The Operator is not responsible for the content imported by the Partners into the Portal, unless probably warned by the authorized persons about the illegality of the content and does not remove the content without unnecessary delay upon receiving the notice. This responsibility of the Operator has no effect on the Operator's right to temporarily or permanently remove any information entered by the Partner on the Portal in the event that the Operator independently acquires any suspicion of its illegal nature or refuse to disclose such information. This authorization also applies to information that is not unlawful in nature, but is

capable of damaging the name and interests of the Operator, other companies of the Group of which the Operator is a part of or the Portal.

2. The Operator is entitled to block the Partner in case of violation of obligations stipulated in these Terms and Conditions, especially if the Partner:
 - a. violates XML FEED policy
 - b. offers goods in violation of the law, or publishes offers with illegal content;
 - c. delivers goods to third parties contrary to the purchase contract (quality, quantity, delivery date), or fails to deliver the goods to a third party for a reason on the part of the Partner;
 - d. intervenes in the XML FEED or in a section of the Portal for the purpose of influencing search results by third parties or using illicit means to affect search results;
 - e. does not update identification and contact details;
 - f. sends unsolicited commercial communications to third parties or violates personal data processing obligations;
 - g. is even one day late in payment of any monetary obligation to the Operator;
 - h. uses the free version under Article VI. Sc. 1 of these Terms and Conditions and cancels the setting of the Primary Link Operator.
3. The Operator is entitled to share the data of the Partner, E-shop or goods subject to their prior approval. If information about the Partner, E-shop or XML FEED is misleading, incomprehensible or in the wrong category, the Operator is entitled to modify the information accordingly.
4. The Operator is not responsible for displaying the goods in the offer section on the Portal if the XML FEED of the Partner does not meet the XML FEED conditions of these Terms and Conditions. The Operator further does not guarantee the display of all items from XML FEED, nor is responsible for the correct display of individual items and for the loss or corruption of data stored on the Portal. The Operator shall make every effort to promptly remedy the detected errors in the displayed offers or the partial or total unavailability of the Portal, if caused by reasons on their part.
5. The Operator is entitled to maintain a Database of Partners containing their identification, contact details and reviews given to the Partner and display them on the Portal even after the termination of the XML FEED export by the Partner or after the termination of the contractual relationship with the Partner for any reason or change of E-shop operator.
6. The Operator is entitled to send test orders of their goods to the Partners for the purpose of verifying prices, availability of goods and testing the system

throughput. These test orders may not contain information that the Partner could believe is an actual order sent by a third party to ship the goods and issue a tax document. For this purpose, the test order must include information that it is a test order.

7. The Operator is entitled to terminate the contract with the Partner by giving notice without giving any reason. The notice is effective on the last day of the calendar month in which the notice was delivered to the Partner.
8. The Operator is obliged to maintain the confidentiality of the information which they learned during the performance of their obligations during the Contract. The Operator is entitled to use confidential information only for the purpose for which it was provided/disclosed. The Operator is not allowed to disclose, share or otherwise use the confidential information for the needs of third parties. A violation of the obligation of confidentiality of information shall not be deemed to have occurred if the Operator provides confidential information with the written consent of the other Contracting Party, Operator's employees or other persons entrusted with the performance of the Operator's duties, public authority or if the obligation to provide confidential information results from legislation or from a decision of a competent authority.
9. The Partner consents to the Operator for the period of validity of the Contract using the identification of his person, company logo, and the name and logo of the e-shop, whose XML FEED is used in the contract (end user) as a business reference. If the logo is protected by industry law, the Customer grants the Provider a free license to use the logo for this purpose.
10. The Partner gives the Operator consent to anonymized (without the possibility to state any identifiers of the e-shop with the exception of the industry in which the client operates) processing of data from advertising campaigns of the end user (e-shop) and their use as a business reference. In the event that the Operator is interested in presenting data from e-shop campaigns with the indication of its identifiers, prior written or e-mail consent is required.

VI. Comparison Shopping Service

1. In addition to operating the shoppingin.eu portal as a price comparator, the Operator offers Partners the option to place Shopping Ads on Google search

results on behalf of the Partner ("**CSS**"). By using the CSS from the Operator, the Partner has the opportunity to get up to 20% discount on clicks on these ads on the Google Network. The Operator does not guarantee this discount or its amount.

2. A Partner who is interested in the free Comparison Shopping Services ("**Free CSS**") is obliged to give the Operator access to their Google Ads account and their Google Merchant account. After allowing access to accounts according to the previous sentence, the Partner shall ensure that the Operator's account will be maintained as the oldest - Partner's first linked Google Manager Account "My Client Center" ("**Primary Link**"). The Partner is obliged to provide the Operator with a declaration (consent) in the form of an e-mail stating that he is interested in being a member of the CSS from the CSS Partner shoppingin.eu.
3. A Partner who expresses interest in the Paid Comparison Shopping Services ("**Paid CSS** ") may grant the Operator access to their Google Ads account and is obliged to allow the Operator access to their Google Merchant account. The Partner is obliged to provide the Operator with a declaration (consent) in the form of an e-mail stating that he is interested in being a user of a paid CSS from the CSS Partner of shoppingin.eu. The Partner is also obliged to pay a monthly fee for CSS under Article VII. Section 2.
4. If the Partner does not have their own Google Ads account, the Operator may provide technical support to the Partner in creating the Google Ads account. If the Partner does not have their own Google Merchant Account, the Operator may provide technical support to the client when creating the Google Merchant Account.
5. The Operator is not authorized to make any changes or modifications to the Google Ads Account and Google Merchant Account settings without Partner's consent.
6. As an expression of interest in using the free CSS or paid CSS is considered to be the filling in of the registration form on the Operator's website and marking the agreement with the content of the contract. The contractual relationship between the Operator and the Partner arises at the moment of delivery of an email to the Partner confirming the successful migration of his Google Merchant account to CSS Google Merchant MCA (Multi Client Account).

VII. Financial terms

1. Partner registration and publishing of their user profile are provided free of charge.
2. The Operator has the right to remuneration in the form of a monthly fee if the Partner uses a paid CSS pursuant to Article VI. Section 2 of these Terms and Conditions. The Operator is entitled to issue an invoice in the amount of the agreed monthly fee for the past calendar month with a maturity of seven (7) days from the date of its issue; The Operator has the right to remuneration in the whole agreed amount even if the Partner has not used the paid CSS for the whole calendar month. The amount of the monthly fee is determined by an individual agreement between the Operator and the Partner in the event of the contractual relationship. The Operator may unilaterally change the amount of the monthly fee, always with effect from the first day of the calendar month, provided that the Operator is obliged to notify the Partner in advance of the new monthly fee, at least twenty (20) days prior to the effective date of the change. If the Partner does not agree with the new monthly fee, they are entitled to terminate the contract within ten (10) days after the Operator notified them of the new monthly fee, otherwise, the Partner is deemed to agree to the new monthly fee. The termination notice of the Partner is effective on the last day of the calendar month preceding the calendar month in which the change in the monthly fee is to take effect. This provision is without prejudice to the right of the Operator and Partner to terminate the contract in other cases stipulated by the contract or these Business Terms and Conditions.
3. The Operator is not entitled to a monthly fee if the Partner uses the free CSS; this shall not apply if the Operator has unilaterally decided that a Partner who has used the free CSS so far is obliged to pay the Operator a monthly fee. The Operator shall notify the Partner in advance of the decision on the Operator's right to remuneration pursuant to the previous sentence, at least twenty (20) days prior to the effective date of the change; the effective date of such a change is always the first day of the calendar month. In the notice, the Operator must state the height of the monthly fee. If the Partner does not agree to change the free CSS to a paid CSS, the Partner is entitled to terminate the agreement within ten (10) days of the Operator notifying him of the change, otherwise, the Partner is deemed to agree to the change of service. Partner's notice is effective on the last day of the calendar month preceding the calendar month in which the change is to take

effect. This provision is without prejudice to the right of the Operator and Partner to terminate the contract in other cases stipulated by the contract or these Business Terms and Conditions. To change the amount of the monthly fee and billing Section 2 of this Article of the Terms and Conditions shall be used.

4. The operator is obliged to send the invoice no later than the day following its issue.
5. In the event of Partner's delay in payment of the invoice, the Operator shall be entitled to default interest on late payment and a contractual penalty of 0,05% of the amount due.
6. The amount of the monthly fee individually negotiated between the Operator and the Partner shall be considered as confidential information about which they are obliged to maintain confidentiality; in order to maintain the confidentiality of the Partner regarding this private information, the Operator's confidentiality clause pursuant to Section 8 of Article V of these Terms and Conditions shall apply accordingly.

VIII. Final provisions

1. Rights and obligations not regulated by these Terms and Conditions shall be governed by generally binding legal regulations of the Slovak Republic, preferably by Act No. 513/1991 Coll. Commercial Code.
2. The court having jurisdiction to resolve disputes arising from this Agreement or related to the Agreement is the General Court of the Operator. In the case of an international element, the applicable law shall be the law of the Slovak Republic.
3. These Terms and Conditions come into effect on 01.01.2020 and supersede all the Terms and Conditions and arrangements between the Operator and the Partner hitherto applied and shall be valid until further notice. The Operator is obliged to notify the Partner of the change of the terms and conditions within a period of not less than 30 days before the new or changed terms and conditions become valid. If the Partner does not accept the new or changed conditions, the Partner is entitled to terminate the cooperation with the Operator without penalty.
4. The Contract between the Partner and the Provider becomes valid and effective upon its conclusion.
5. In the event that the Provider and the Client conclude a Contract with contractual terms different from these terms and conditions, the provisions of the individually

negotiated Contract shall take precedence over the provisions of these terms and conditions.

6. For the service of documents, the Parties agree that the effectiveness of any act shall be maintained even if one party does so in writing and sends it through the postal operator to the address of the other Contracting Party. Such a document shall be deemed to have been delivered on the third day following its demonstrable sending.
7. The Parties may also communicate in a binding manner on matters pertaining to operational activities in the fulfillment of the rights and obligations under the Contract, in the form of demonstrably delivered e-mail, which shall be considered binding. For this purpose, both the Provider and the Partner shall use the email addresses communicated to the other Party.
8. These Business Terms and Conditions are published on the web address: <https://www.css.shoppingin.eu/>, and are made in a two-language version (Slovak and English) of the same wording.